

REMARKS

Applicant respectfully requests allowance of the subject application.

Claims 1-42 are pending.

In view of the following remarks, Applicant respectfully requests that the rejections be withdrawn and the application be forwarded along to issuance

§§ 102(b) Rejection

Claims 1-42 stand rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Printed Patent Application No. 2003/0028488 to Mohammed et al. (hereinafter "Mohammed"). The Applicant respectfully disagrees.

Claim 1 recites a method comprising:

- forming a request by a client to access encrypted content, wherein:
 - the request includes a persistent license for communication to a licensing server; and
 - the persistent license includes a key that is encrypted such that the key is not accessible by the client; and
- receiving a license in response to the request, wherein the received license includes the key that is:
 - accessible by the client; and
 - for accessing the encrypted content.

It is respectfully submitted that Mohammed does not disclose these features.

Beginning at page 8 of the subject application, an exemplary use of a persistent license is described. The persistent license of the client includes a key that may be used to access encrypted content, but the key is encrypted such that the client may not access the key. The persistent license, however, may be

1 decrypted by a licensing server to obtain the included key. Therefore, when the
2 client desires access to stored content, the client communicates the persistent
3 license to the licensing server.

4 The licensing server may then verify access rights of the client. If the client
5 has rights to the content, the licensing server communicates a license that includes
6 the key from the persistent license such that the client may access the content. In
7 an implementation, the client may utilize the key to decrypt the content directly,
8 i.e. the key is utilized to decrypt the content. In another implementation, the client
9 may utilize the key to decrypt a content license to obtain a content key, which is
10 then utilized to decrypt the content. In either case, the key used to access the
11 content is included in the persistent license and communicated to the licensing
12 service.
13

14 Mohammed, on the other hand, does not show the communication of an
15 encrypted key from the client, which is then decrypted by the licensing server and
16 communicated back to the client to access the content. The Office in rejecting
17 Claim 1 asserts the following portion of Mohammed:
18

19 [0016] Importantly, the license server only issues a license to
20 a DRM system that is 'trusted' (i.e., that can authenticate
21 itself). To implement 'trust', the DRM system is equipped
22 with a 'black box' that performs decryption and encryption
23 functions for such DRM system. The black box includes a
24 public/private key pair, a version number and a unique
25 signature, all as provided by an approved certifying authority.
The public key is made available to the license server for
purposes of encrypting portions of the issued license, thereby
binding such license to such black box. The private key is
available to the black box only, and not to the user or anyone

1 else, for purposes of decrypting information encrypted with
2 the corresponding public key. The DRM system is initially
3 provided with a black box with a public/private key pair, and
4 the user is prompted to download from a black box server an
5 updated secure black box when the user first requests a
6 license. The black box server provides the updated black box,
along with a unique public/private key pair. Such updated
black box is written in unique executable code that will run
only on the user's computing device, and is re-updated on a
regular basis.

7 [0017] When a user requests a license, the client machine
8 sends the black box public key, version number, and signature
9 to the license server, and such license server issues a license
10 only if the version number is current and the signature is
11 valid. A license request also includes an identification of the
12 digital content for which a license is requested and a key ID
13 that identifies the decryption key associated with the
14 requested digital content. The license server uses the black
box public key to encrypt the decryption key, and the
decryption key to encrypt the license terms, then downloads
the encrypted decryption key and encrypted license terms to
the user's computing device along with a license signature.
See Mohammed, Paragraphs [0016]-[0017].

15 Thus, as shown in the above excerpt, the client machine sends the black box public
16 key, version number and signature. However, none of these sent items is disclosed
17 as "a key that is encrypted such that the key is not accessible by the client" that
18 once received in a license is usable "for accessing the encrypted content" as
19 recited in claim 1. Rather, the public key communicated by the client machine of
20 Mohammed is accessible by the client and is communicated to the license server
21 to encrypt the decryption key. Nowhere does Mohammed disclose that the public
22 key is not accessible by the client machine.
23
24
25

1 Therefore, it is respectfully submitted that Claim 1 is allowable and
2 withdrawal of the rejection is respectfully requested.

3 **Claims 2-10** depend either directly or indirectly from claim 1 and are
4 allowable as depending from an allowable base claim. These claims are also
5 allowable for their own recited features which, in combination with those recited
6 in claim 1, are neither shown nor suggested in the references of record, either
7 singly or in combination with one another.

8 **Claim 11** is allowable based on similar reasoning previously mentioned
9 with respect to claim 1. In particular, Claim 11 recites receipt of a persistent
10 license at the client, in which, "the persistent license includes a key that is
11 encrypted", "the key, when decrypted, provides access to the encrypted content",
12 "the key is configured to be decrypted by the licensing server", and "the client is
13 not configured to decrypt the key from the persistent license". Therefore, it is
14 respectfully submitted that Claim 11 is allowable and withdrawal of the rejection
15 is respectfully requested.
16

17 **Claims 12-16** depend either directly or indirectly from claim 11 and are
18 allowable as depending from an allowable base claim. These claims are also
19 allowable for their own recited features which, in combination with those recited
20 in claim 11, are neither shown nor suggested in the references of record, either
21 singly or in combination with one another.
22

23 **Claim 17** is allowable based on similar reasoning previously mentioned
24 with respect to claim 1. In particular, Claim 17 recites "receiving a persistent
25

1 license in response to the request, wherein the persistent license includes a
2 boundary key”, “forming a second request to access the encrypted content,
3 wherein the second request includes the persistent license”, “sending the second
4 request to the licensing server” and “receiving a boundary license in response to
5 the second request, wherein the boundary license includes the boundary key”.
6 Therefore, it is respectfully submitted that Claim 17 is allowable and withdrawal
7 of the rejection is respectfully requested.
8

9 **Claims 18-22** depend either directly or indirectly from claim 17 and are
10 allowable as depending from an allowable base claim. These claims are also
11 allowable for their own recited features which, in combination with those recited
12 in claim 17, are neither shown nor suggested in the references of record, either
13 singly or in combination with one another.

14 **Claim 23** is allowable based on similar reasoning previously mentioned
15 with respect to claim 1. In particular, Claim 23 recites “a persistent license
16 including a key that is encrypted” and “a playback application that is executable
17 on the processor to: form a request to access encrypted content, wherein the
18 request: is for communication to a licensing server; and includes the persistent
19 license; receive a response to the request that includes the key; and access the
20 encrypted content utilizing the key.” Therefore, it is respectfully submitted that
21 Claim 23 is allowable and withdrawal of the rejection is respectfully requested.
22

23 **Claims 24-32** depend either directly or indirectly from claim 23 and are
24 allowable as depending from an allowable base claim. These claims are also
25

1 allowable for their own recited features which, in combination with those recited
2 in claim 23, are neither shown nor suggested in the references of record, either
3 singly or in combination with one another.

4 **Claim 33** is allowable based on similar reasoning previously mentioned
5 with respect to claim 1. In particular, Claim 33 recites “a persistent license having
6 a key that is encrypted” and “a playback application that is executable to: form a
7 request to access encrypted content, wherein the request includes the persistent
8 license; receive a response to the request that includes the key; and access the
9 encrypted content utilizing the key”. Therefore, it is respectfully submitted that
10 Claim 33 is allowable and withdrawal of the rejection is respectfully requested.
11

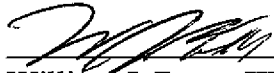
12 **Claims 34-42** depend either directly or indirectly from claim 33 and are
13 allowable as depending from an allowable base claim. These claims are also
14 allowable for their own recited features which, in combination with those recited
15 in claim 33, are neither shown nor suggested in the references of record, either
16 singly or in combination with one another.
17
18
19
20
21
22
23
24
25

Conclusion

All of the claims are in condition for allowance. Accordingly, Applicant requests a Notice of Allowability be issued forthwith. If the Office's next anticipated action is to be anything other than issuance of a Notice of Allowability, Applicant respectfully requests a telephone call for the purpose of scheduling an interview.

Respectfully Submitted,

Dated: 10/27/16

By: 
William J. Breen III
Reg. No. 45,313
(509) 324-9256 x249